(Mass.) 341. In the principal case no difficulty arises on the question of notice. Accordingly, if there was an intention to bind the land at the time of the contract of sale, equity should enforce the agreement in spite of the conveyance of the prospective dominant tenement to a third party before the completion of the contract. *Barrow* v. *Richard*, 8 Paige (N. Y.) 351. The court, however, decided against the existence of any such intention, partly upon the ground that preliminary agreements will not be considered when the transaction has been embodied in a formal instrument. *Leggott* v. *Barrett*, 15 Ch. D. 306. The view of American courts on this matter is more liberal, and it is quite probable that they would come to a different result on this basis. *Parker* v. *Nightingale*, *supra*. Not finding such an intention, the principal case seems correct in holding that the conveyance itself created no enforceable right. For such restrictive agreements really create equitable property rights, closely analogous to legal easements. *Peck* v. *Conway*, 119 Mass. 546. And legal easements cannot be created by deed in favor of a third party. See *Owen* v. *Field*, 102 Mass. 90, 115; *cf. Haverhill Savings Bank* v. *Griffin*, 184 Mass. 419, 68 N. E. 839. But see *Gibert* v. *Peteler*, 38 Barb. (N. Y.) 488, 514.

STATUTE OF FRAUDS — INTERESTS IN LAND — PAROL SURRENDER OF FINAL YEAR OF LEASE. — In consideration of the lessor's oral promise to pay a certain sum, the lessee orally agreed to surrender at the beginning of the year, the last year of a six-year lease. The lessor later repudiated the agreement on the ground that the state statute of frauds required "the creation, grant, assignment, or surrender of any estate or interest in lands other than leases for a term not exceeding one year" to be in writing. WIS. STAT. (1913), § 2302. The lessee now sues to enforce the lessor's promise to pay. *Held*, that he can recover. *Garrick Theatre Co.* v. *Gimbel Bros.*, 149 N. W. 385 (Wis.).

Before the statute of frauds any lease in possession could be surrendered by parol. *Gwyn* v. *Wellborn*, 1 Dev. & Bat. (N. C.) 313. See *Schieffelin* v. *Carpenter*, 15 Wend. (N. Y.) 400, 405. Under the statute, even in the form which provides that "no lease, estate, or interest in land shall be surrendered unless by deed or note in writing," or by operation of law, the weight of American authority allows surrender by parol of terms creatable by parol. *Kiester* v. *Miller*, 25 Pa. 481; *Ross* v. *Schneider*, 30 Ind. 423. *Contra*, *Mollet* v. *Brayne*, 2 Camp. 103. Under the form of statute in force in the principal case, the validity of such parol surrenders is expressly recognized. Accordingly, as the statute clearly refers to the length of the term transferred, not to the length of the estate from which it was carved, a parol surrender of an unexpired year or less of a term should be valid. *Smith* v. *Devlin*, 23 N. Y. 363; but see *Kittle* v. *St. John*, 7 Neb. 73, 75. In the principal case, the surrender was to operate in the future. Under the ordinary form of the statute, however, a term for years may be created to begin in the future. *Young* v. *Dake*, 5 N. Y. 463; *Baumgarten* v. *Cohn*, 141 Wis. 315, 124 N. W. 288. Since a surrender is but a re-demise of part of the lease, the decision seems correct in holding that a surrender *in futuro* should be equally valid. *Allen* v. *Jaquish*, 21 Wend. (N. Y.) 628; see 2 REED, STATUTE OF FRAUDS, § 771.

STREET RAILWAYS — TORT LIABILITY — CONTRIBUTORY NEGLIGENCE DETERMINED BY RELIANCE ON OBSERVANCE OF STATUTORY DUTY. — The plaintiff, a truck driver, on approaching the defendants' tracks, looked for a car from a place where he had an unobstructed view far enough to see any car which could have reached him, if running at the rate of speed required by an ordinance. He then went on the track without looking again, and was struck by a car running at an illegal speed. The plaintiff offered no evidence to prove that he knew of the ordinance or relied upon it. The court below directed a verdict for the defendant. *Held*, that the directed verdict was